



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Receive Report on Grape Bowl Stadium Fundraising Plan; Approve Plans and Specifications and Authorize Advertisement for Bids for Scoreboard Installation; and Adopt Resolution:

- A. Approving Sole Source Purchase of Grape Bowl Scoreboard from Daktronics Company, of Brookings, South Dakota (\$67,613)
- B. Authorizing City Manager to Execute Professional Services Agreement with Siegfried Engineering, Inc., of Stockton, for Design (\$21,700)
- C. Appropriating Funds (\$113,500)

**MEETING DATE:** March 21, 2012

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Receive report on Grape Bowl stadium fundraising plan; approve plans and specifications and authorize advertisement for bids for scoreboard installation; and adopt resolution:

- A. Approving sole source purchase of Grape Bowl scoreboard from Daktronics Company, of Brookings, South Dakota, in the amount of \$67,613
- B. Authorizing City Manager to execute professional services agreement with Siegfried Engineering, Inc., of Stockton, for design, in the amount of \$21,700
- C. Appropriating funds in the amount of \$113,500

**BACKGROUND INFORMATION:** At the January 4, 2011 Shirtsleeve Session, the Council received information regarding alternative plans for the phased construction of the remaining Americans with Disabilities Act (ADA) facilities at the Grape Bowl. Council selected Option 3, which included the removal of the west-end berm; construction of ADA-accessible ramps to upper concourse and lower-level areas, restrooms, concession, and entry-plaza ticket booth; and additional ADA parking. The total cost of Option 3 is estimated to be in excess of \$10 million dollars. The initial grading work to remove the west-end berm took place in June 2011, in conjunction with the construction of the Surface Water Treatment Plant.

On October 5, 2011, staff recommended the Phase 3 Grape Bowl improvement project. The project recommended in October has been slightly modified to include a curved south ramp to the upper concourse instead of an angular configuration. The curved ramp provides an aesthetically superior and lower cost alternative by eliminating some of the reinforced concrete retaining structures with earthen embankments. A three-dimensional model of the Option 3 project has been prepared by Della Monica Snyder Architects at a cost of \$9,930. Two renderings of the final project, one looking into the stadium from Stockton Street without a gateway feature, and a second view with a gateway feature, are shown as Exhibits A and B, respectively.

The Phase 3 improvement project (portions of this project are reflected in the renderings) includes construction of ADA-accessible ramp to the south-side upper concourse only, ADA seating at the south-side upper concourse, restrooms, concession, ticket booth, scoreboard, landscape, irrigation and

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APPROVED: \_\_\_\_\_

Konradt Bartlam, City Manager

Receive Report on Grape Bowl Stadium Fundraising Plan; Approve Plans and Specifications and Authorize Advertisement for Bids for Scoreboard Installation; and Adopt Resolution:

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related appurtenant facilities. The project's estimated construction cost and potential funding sources for the project are provided in Exhibit C.

The cost of the Phase 3 project and the larger Option 3 final project is significantly greater than the funding available and, therefore, staff is recommending a fund-raising plan. An important part of the plan includes the final project renderings that provide donors a vision of the completed project. The plan provides opportunities for donors to place their name on various elements of the Option 3 project. Naming opportunities considered so far include the scoreboard, the field plaza wall, the field house and the stadium. Community naming opportunities are also being considered to encourage donations by those interested in purchasing a space in the plaza area. Suggested donation amounts for the various elements are presented in Exhibit D. City Council is requested to provide feedback on the suggested amounts.

City Council is requested to approve plans and specifications and authorize advertisement for bids for the scoreboard element of the project. As part of removing the earthen berm from the west end of the stadium, the scoreboard and flagpole were removed. A temporary scoreboard was used last football season, and staff is proposing to install the permanent scoreboard prior to the start of next football season.

Following thorough research of scoreboard vendors, staff recommends the sole source purchase of the Daktronics scoreboard Model FB-2022-11. Daktronics is the only scoreboard manufacturer that provides a unit with combined scoreboard, sound system, and advertising panel features. The scoreboard (eight feet high by 25 feet wide) will have a forest green background, amber lighting and white trim; the sound system includes an audio mixer, CD player and referee microphone with two built-in directional speakers. The scoreboard will be configured with a naming panel on the top, steel framed arch, and 12 two-foot by four-foot advertising panels. Exhibit E provides a picture of the scoreboard recommended by staff. The Daktronics quote for the scoreboard is provided in Exhibit F. The estimated total cost to purchase and install the scoreboard, including a painted steel frame, concrete footings, and conduits for electrical and audio cabling is \$155,000 plus a 15 percent contingency. Funding for the scoreboard is proposed to be the Waste Management donation to the Grape Bowl accepted by the City Council on April 7, 2010. The Waste Management funds would be replenished upon securing a donor for the scoreboard-naming opportunity.

Estimated revenues from the lease of the 12 advertising spaces on the scoreboard are \$3,500 per space/year. Spots would be leased on a single-year or multi-year basis. Advertising revenue from the scoreboard would be used to offset ongoing maintenance costs at the stadium.

Plans and specifications for the Phase 3 improvements will be prepared by Siegfried Engineering, and City Council is requested to approve the professional services agreement for a not-to-exceed amount of \$21,700 contained in Exhibit G. Siegfried Engineering has civil, structural and architectural engineering capabilities in-house, and their services will accelerate the project to allow bidding at the end of the calendar year. Their scope of work includes design documents and construction cost estimates for the scoreboard, plaza, utilities, ADA-accessible ramps to the south-side upper concourse and ADA seating at the upper concourse. At this time, funding for the building is uncertain and design services for the building have not been engaged.

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Construction of the Phase 3 Improvement Project cannot be completed in the time between high school graduation and football season. Therefore, two construction options exist. The first option is to award a single contract consisting of two construction stages. The first stage would start in March 2013 and proceed to graduation time; and the second stage would take place between graduation and football season. There are weather risks and additional contractor mobilization costs (up to \$20,000) associated with this option. The second option is to award a single-stage contract and close the Grape Bowl from March through completion of the project. This option would require the cancellations of high school graduations for 2013. City Council is requested to provide feedback regarding the construction scheduling for the Phase 3 project.

As presented in Exhibit C, the estimated Phase 3 project cost is \$2,183,000. The available funding is \$1,967,400, resulting in a shortfall of \$215,600. Though cost estimates project a funding shortfall, the City has recently enjoyed a very favorable bidding climate on other projects. Therefore, it is recommended the full project be bid for construction. The bid documents would be structured to include deduct elements to allow for portions of the project to be constructed with the funding available at the time. For example, by deducting the concessions building, sufficient funding currently exists.

Phase 3 Improvement Project	Estimated Cost
Sitework	\$65,000
ADA Access Upper Ramp and Plaza Area	\$339,300
ADA Seating (Upper Concourse)	\$55,000
ADA Parking Path of Travel	\$40,000
Structures (Restroom, Concessions, Ticket Booth)	\$645,000
<b>Furnishings and Fixtures</b>	<b>\$70,000</b>
Fencing	\$60,000
Utilities	\$195,000
Landscape and Irrigation	\$140,000
Scoreboard and Installation	\$155,000
Stadium Lighting Improvements	\$55,000
Subtotal	\$1,819,300
Contingency (15%)	\$272,700
Construction Administration (5%)	\$91,000
Total Estimated Cost	\$2,183,000

The appropriation requested covers the following items.

Daktroniks Scoreboard	\$67,613
Siegfried Engineering	\$21,700
DellaMonica Snyder	\$9,930
Staff Costs	<u>\$14,257</u>
Total Appropriation	\$113,500

It is recommended Council approve plans and specifications and authorize advertisement for bids for the installation of the scoreboard, approve the sole source purchase of the Grape Bowl scoreboard, provide

Receive Report on Grape Bowl Stadium Fundraising Plan; Approve Plans and Specifications and Authorize Advertisement for Bids for Scoreboard Installation; and Adopt Resolution:

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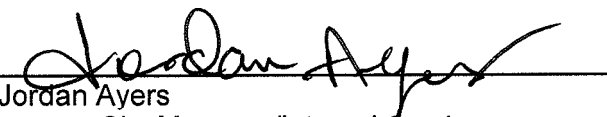
feedback on the suggested naming amounts and the Phase 3 construction scheduling, and authorize the City Manager to execute a professional services agreement with Siegfried Engineering for preparation of structural and site plans for the Phase 3 project.

**FISCAL IMPACT:**

Authorizing the purchase and construction of the scoreboard may initiate donations for the scoreboard-naming opportunity and advertising revenues that could be used toward the construction of additional improvements at the Grape Bowl.

**FUNDING AVAILABLE:**

Requested Appropriation:  
Parks and Recreation Capital Outlay Fund (1212): \$113,500

  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
F. Wally Sandelin  
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director  
FWS/CES/pmf  
Attachments



# Exhibit A





# Exhibit B





<b>Phase 3 Grape Bowl Improvements (Upper Concourse and Plaza)</b>	<b>With Concessions Building</b>
Sitework	\$65,000
ADA Access Upper Ramp and Plaza Area	\$339,300
ADA Seating (Upper Concourse)	\$55,000
ADA Parking Path of Travel	\$40,000
Structures (Restroom/Concession/Ticket Booth)	\$645,000
Furnishings and Fixtures	\$70,000
Fencing	\$60,000
Utilities	\$195,000
Landscape and Irrigation	\$140,000
Scoreboard	\$155,000
Stadium Lighting Improvements	\$55,000
Subtotal	\$1,819,300
Contingency (15%)	\$272,700
Construction Administration (5%)	\$91,000
Total Estimated Cost	\$2,183,000
<b>Funding Sources</b>	
Waste Management Grant	\$1,000,000
HUD Section 108 Loan (CDBG)	\$701,760
CDBG 07-03	\$101,640
Private Donation	\$129,000
Metro PCS Donation	\$35,000
Funding Available	\$1,967,400
Difference (Funding Available – Total Est. Cost)	\$(215,600)

**Suggested Amounts for Grape Bowl Naming Opportunities**











(Pledges Annualized over Five Years)

Stadium	\$2,000,000
Field Plaza Wall	\$500,000
Scoreboard	\$200,000
Field House	\$400,000
Community Courtyard (Plaza Area)	\$500-\$1,000 per space

Naming opportunities within the stadium are preserved for the useful life of the facility

# Exhibit E

**LODI GRAPE BOWL**  
**First Lodi Financial Corp.**

<b>HOME</b>  <div style="font-size: 2em; margin: 10px 0;">88</div> <div style="font-size: 2em; margin: 10px 0;">DOWN</div> <div style="font-size: 2em; margin: 10px 0;">T.O.L.</div>	<div style="font-size: 3em; margin: 10px 0;">88 : 88 . 8</div> <div style="font-size: 2em; margin: 10px 0;">TO GO</div> <div style="font-size: 2em; margin: 10px 0;">BALL ON</div>	<b>GUEST</b>  <div style="font-size: 2em; margin: 10px 0;">88</div> <div style="font-size: 2em; margin: 10px 0;">QTR</div> <div style="font-size: 2em; margin: 10px 0;">T.O.L.</div>
 <b>TOM MCCAULEY</b> <small>Agent, Lic. #00381117</small>  <small>2401 W. Turner Road, Suite 108          Lodi, CA 95242          (209) 365-0966          (209) 365-0967          Tom.McCauley@StateFarm.com          "Like a good neighbor, State Farm is there!"</small>	 <b>CHEESE CENTRAL</b> <small>purveyor of the world's finest cheeses</small>	
		
 <small>Complete Interior Design Service</small>		<p style="color: red; font-weight: bold;">Your business name here!</p> <p>Call (209) 324-18x1</p>
		<p><b>DellaMonica SNYDER</b></p> <p style="color: red; font-weight: bold;">Address</p>

## Quote # 397880-1 Rev 4

City Of Lodi  
 Steve Virrey  
 125 N Stockton St  
 Lodi, CA USA 95240  
 Phone: (209) 368-1012  
 Fax: (209) 333-6153  
 Email: svirrey@lodi.gov

2/Mar/2012  
 Quote valid for: 90 days  
 Terms: Net 30 with Purchase Order  
 FOB: DAKTRONICS  
 Delivery: Call for Production Time

Reference: Football Scoreboard and Sportsound

**\*\*QUOTE IS FOR PRODUCT ONLY AND DOES NOT INCLUDE INSTALLATION\*\***

Item No.	Model	Description	Qty	Price
1	FB-2022-A	<b>Football/Track Scoreboard; Amber Digits; Scoreboard Color: Forest Green #8750 with Caption Color: White #7725-10</b> Cabinet Dimensions: 8' 0" H X 25' 0" W X 0' 6" D (Approx. Dimensions) Digit Type: PANAVIEW Digit Color: AMBER Max Power: 600 Max Watts/Display Weight: Unpackaged 805 lbs per display; Packaged 1270 lbs per display	1	\$12,342.00
	Border Striping for FB-2022, SO-2023	Border Striping for FB-2022, Color White #7725-10	1	
	I-Beam Mounting Method (B)	For 3 I-Beams	6	
	AS-5010 KIT	All Sport® 5010 Control Console Kit (Includes AS controller, soft case, remote start/stop/horn switch, CD manual, insert kit)	1	
2	SS500HD-D	Sportsound <b>500HD</b> Sound Cabinet, Dual Coverage	1	\$34,140.00
	Fiber Conversion Box w/ Analog Backup (0A-1534-0039)	Fiber box converts the analog audio signal from the source equipment into fiber optic signal to the sound system. Box includes analog backup switch.	1	
	Basic Standard Announcer's Rack (includes wireless mics)	Portable Rack including: 8Ch Audio Mixer, CD Player, Dual Ch Wireless Microphone Receiver, Handheld and Referee Microphone Kit, Operator Accessories Case including: Announcer's Interface w/ Microphone, Headphones, XLR Cables, and Interface Unit.	1	
	W-1489	Fiber Optic Cable; 50 µm Multimode; 6 Fiber with non-terminated ends	1000 Ft.	
	W-1615	Cable; Audio, Ipair, Shielded, 22AWG	1000 Ft.	
3	DA-1008-25 for SPORTSOUND <b>SS500HD</b> w/50% Lettering/Logo and Screen Backing	Arch Truss; Alum, 3ft tall x 8ft-6in long @ 2 w/ 50% Lettering/Logo & Screen Backing; Color: _____, Content: _____	1	\$5,258.00
4	ONB-STATIC ID	Outdoor non-backlit custom sponsor panel 4'10" x 25'	1	\$5,431.00
5	Taxes	Taxes @ 7.75% (Subject to change at time of order)	1	\$4,292.96
6	FREIGHT	Shipping to site	1	\$3,849.00
7	On-Site Training	On-Site Training (Not to exceed 2 field days)	1	\$1,700.00
Services				
8	G5C5-W	Five Year Warranty - Parts Coverage - <b>G5G5</b> for Scoreboard	1	
9	G1C1-W	One Year Warranty - Parts Coverage - <b>G1G1</b> for Sound Equipment	1	

Quote # 397880-1 Rev 4

On-site Labor

One Year Extended Service for on-site labor coverage

1

**TOTAL PRICE: \$67,012.96**

Please reference listed sales literature: DD1552218 for Basic Standard Announcer's Rack (includes wireless mics), DD1569120 for On-site Labor, DD1628383 for G5C5-W, DD1752418 for SS500HD-D, DD1792826 for DA-1008-25 for SPORTSOUND SS500HD w/50% Lettering/Logo and Screen Backing, SL-02374 for G1C1-W, SL-03991 for AS-5010 KIT, SL-09956 for FB-2022-A

Please reference listed shop drawings: DWG-969776 for SS500HD-D, DWG-992689 for Basic Standard Announcer's Rack (includes wireless mics)

**Options**

*Please contact your sales representative for additional information*

Angle Clamp Mounting Method (B)

For 3 Tubes

6

\$600.00

## Quote # 397880-1 Rev 4

### Exclusions:

- Electrical Installation
- Structure
- Power
- Technical Support/Installation Support
- Signal Conduit
- Applicable Permits
- Front End Equipment
- Physical/Mechanical Installation
- Foundation
- Hoist
- Engineering Certification
- Labor to Pull Signal Cable
- Electrical Switch Gear or Distribution Equipment

Unless expressly stated otherwise in this Quote # 397880-1 Rev 4 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

### Installation Responsibilities:

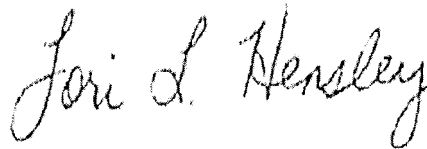
If applicable please reference Attachment A for Installation Responsibilities

### Ad/ID Copy Approval Process

Daktronics will process your proofs on orders that include advertising and identification panels. Your digital files and copy layouts should conform to graphic file standards document, SL-04116. The digital data files and copy layouts must be submitted at the time of your order and our proofs need to be approved two weeks prior to your initial anticipated ship date. Advertising and identification panels not receiving proof approvals in time will be shipped without copy in our standard finish.



Chris Wagoner  
PHONE: (510) 579-4431  
FAX: 605-697-4746  
EMAIL: Chris.Wagoner@daktronics.com



Lori Hensley  
PHONE: 800-DAKTRONICS (800-325-8766)  
FAX: 605-697-4746  
EMAIL: Lori.Hensley@daktronics.com

### Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

SL-02375 Standard Terms and Conditions of Sale	( <a href="http://www.daktronics.com/terms_conditions/SL-02375.pdf">www.daktronics.com/terms_conditions/SL-02375.pdf</a> )
SL-02374 Standard Warranty and Limitation of Seller's Liability	( <a href="http://www.daktronics.com/terms_conditions/SL-02374.pdf">www.daktronics.com/terms_conditions/SL-02374.pdf</a> )
SL-07862 Software License Agreement	( <a href="http://www.daktronics.com/terms_conditions/SL-07862.pdf">www.daktronics.com/terms_conditions/SL-07862.pdf</a> )
SL-04116 Graphic File Standards	( <a href="http://www.daktronics.com/terms_conditions/SL-04116.pdf">www.daktronics.com/terms_conditions/SL-04116.pdf</a> )

### Acceptance:

The Undersigned has actual authority to execute this document and Daktronics, Inc is relying upon such authority

The parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with the terms and conditions of the Daktronics Standard Terms and Conditions, the Standard Warranty and Limitations of Liability, and/or the Software License Agreement (together, the "Terms and Conditions") constitute the full and final understanding of the parties regarding the sale of equipment and/or the provision of services and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Purchaser acknowledges that it has had opportunity and means to review the Terms and Conditions as provided in the website addresses above. In the alternative, hardcopy of these Terms and Conditions will be provided upon request. Further it is acknowledged and agreed that the price of the equipment and/or the provision of services contained within this agreement are expressly conditioned upon Purchaser's acceptance of the Terms and Conditions without change. Any modification of the Terms and Conditions may require a corresponding change in price. Accordingly, the Purchaser acknowledges and agrees to these Terms and Conditions as evidenced by its attestation below.

Customer Signature

Date

Print Name

Title



Quote # 397880-1 Rev 4

**Purchase Order Information:**

City Of Lodi

PO# \_\_\_\_\_

PO Date \_\_\_\_\_

Purchaser hereby confirms that the equipment is to be delivered to, and may be installed by Purchaser or Daktronics (as indicated elsewhere herein) at the address indicated on page one (1) of the agreement unless otherwise specified below:

<input type="checkbox"/> Same as Bill to	<input type="checkbox"/> Same as Ship to
<b>Ship To:</b>	<b>End User:</b>
Company	*Company
Contact Person	Contact Person
Address	Address
City	*City
State Zip	*State *Zip
Telephone	Telephone
Fax	Fax
Email	Email
	*Required Information
<b>BILL TO (if different from quoted address):</b>	
Company	
Contact Person	
Address	
City	
State Zip	
Telephone	
Fax	
Email	

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and SIEGFRIED ENGINEERING (hereinafter "CONSULTANT").

#### **Section 1.2 Purpose**

CITY selected the CONSULTANT to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONSULTANT for structural engineering services for proposed Lodi Grape Bowl accessibility improvements (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONSULTANT acknowledges that it is qualified to provide such services to CITY.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONSULTANT, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONSULTANT shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall

remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONSULTANT shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONSULTANT shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on April 1, 2012 and terminates upon the completion of the Scope of Services or on August 31, 2012, whichever occurs first.

## **ARTICLE 3** **COMPENSATION**

### **Section 3.1    Compensation**

CONSULTANT's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

### **Section 3.2    Method of Payment**

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

### **Section 3.3    Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

### **Section 3.4    Auditing**

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4  
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any sub CONSULTANT on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONSULTANT shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

ti n 4.3 Indemnification and Responsibility for Damage

CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the sole negligent acts, errors or omissions of CONSULTANT, any subcontractor employed directly by CONSULTANT, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
                                     221 West Pine Street  
                                     P.O. Box 3006  
                                     Lodi, CA 95241-1910  
                                     Attn: Wally Sandelin, Public Works Director

To CONSULTANT:        Siegfried Engineering  
                                     3244 Brookside Road, Ste. 100  
                                     Stockton, CA 95219  
                                     Attn: Anthony J. Lopes, President

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONSULTANT is Not an Employee of CITY**

CONSULTANT agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent CONSULTANT for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONSULTANT meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning

whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONSULTANT agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONSULTANT and clearly marked by CONSULTANT as “Confidential” or “Proprietary”, except to the extent otherwise required by law or permitted in writing by CONSULTANT. CONSULTANT acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney’s Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney’s fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONSULTANT acknowledges that Lodi Municipal Code Section 3.01.020 requires CONSULTANT to have a city business license and CONSULTANT agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Entirety**

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during CONSULTANT's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit \_\_\_\_\_ apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.



**IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.**

CITY OF LODI, a municipal corporation

ATTEST:

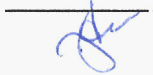
\_\_\_\_\_  
RANDI JOHL  
City Clerk

\_\_\_\_\_  
KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:  
D. STEPHEN SCHWABAUER, City Attorney  
JANICE D. MAGDICH, Deputy City Attorney

CONSULTANT: Siegfried Engineering

By: \_\_\_\_



By: \_\_\_\_\_  
Name: Anthony J. Lopes  
Title: President

**Attachments:**  
**Exhibit A – Scope of Services**  
**Exhibit B – Fee Proposal**  
**Exhibit C – insurance Requirements**

**Funding Source:****1212811**  
**(Business Unit & Account No.)**

Doc ID:PSA\_SiegfriedEngineering

CA:rev.01.2012

## **EXHIBIT A**

# **SCOPE OF STRUCTURAL ENGINEERING SERVICES**

## **LODI GRAPE BOWL – PHASE 3 LODI, CALIFORNIA**

**February 23, 2012**

**SIEGFRIED ENGINEERING, INC. (SEI)** shall provide civil and structural engineering services to Client for the proposed Lodi Grape Bowl accessibility and plaza improvements. The proposed scope of services shall include the following:

### **TASK 1 CONSTRUCTION DOCUMENTS**

1. Prepare Structural plans and calculations for proposed plaza and accessibility ramp improvements as depicted on preliminary City plans including;
  - a. concrete flatwork, ramps and curbs,
  - b. retaining walls (concrete, keystone or masonry),
  - c. railing,
  - d. proposed scoreboard support columns and foundations, including anchorage details to the pre-manufactured sign structure.
2. Prepare Civil onsite improvement plans including;
  - a. site dimension plan,
  - b. grading plan,
  - c. utility plan including related storm drain and domestic water services and modification of existing sewer main to serve the proposed restroom/snack bar building.
  - d. detailing of accessibility features.
  - e. erosion control plan.
3. Prepare Engineer's Opinion of Probable Costs for concrete improvements.
4. Prepare Specifications
5. Provide Structural plan sets for building permit submittals.
6. Respond to City plan review comments.
7. Attend one project team meeting at City offices.

### **TASK 2 CONSTRUCTION SUPPORT SERVICES**

1. Assist contractor with plan interpretation during bidding and construction, responding to Requests For Information and preparing minor plan addendums as required to clarify plan intent.
2. Review contractor product and shop drawing submittals.
3. Two site visits during construction.

### ***EXCEPTIONS TO THE SCOPE OF SERVICES***

It is understood that the following **are not included** in the scope of services:

1. Geotechnical and Environmental engineering,
2. Land surveying
3. Analysis and redesign for value engineering proposals once plans have been substantially completed.

**EXHIBIT B**

**FEE SCHEDULE**

**LODI GRAPE BOWL – PHASE 3  
LODI, CALIFORNIA**

**February 23,2012**

<b>Task Description</b>	<b>Fees</b>
Task 1 Construction Documents	\$18,400.00
Task 2 Construction Support Services	\$3,000.00
Reimbursable Expenses	\$300.00
<b>TOTAL FEE</b> <b>hourly rate basis plus reimbursable expenses not to exceed</b>	<b>\$21,700.00</b>

**Notes:**

1. Additional services are subject to additional charge mutually agreed to prior to start of the additional work. Changes in the scope of services or magnitude of the Project are additional services, Should the Project be postponed or canceled, our office will bill for the time expended on the Project up to the time of notification including close-out cost.
2. We will bill you monthly based on time expended plus reimbursable expenses. Reimbursable expenses shall be billed in accordance with our rate schedule in effect at the time services are rendered.



## EXHIBIT C

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- |                                           |                                              |
|-------------------------------------------|----------------------------------------------|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence                | \$1,000,000 Bodily Injury - Ea. Person       |
|                                           | \$1,000,000 Bodily Injury - Ea. Occurrence   |
| \$1,000,000 Aggregate                     | \$1,000,000 Property Damage - Ea. Occurrence |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.  
  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement  
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will *any* work begin on a project until the proper insurance certificate is received by the City.

2. JV# \_\_\_\_\_

TO	Internal Services Dept - Budget Division		
3 FROM	Rebecca Areida-Yadav	5 DATE	02/28/2012
4 DEPARTMENT/DIVISION	Public Works		

[illegible]

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need an additional sheet and attach to this form.

Purchase of materials for Grape Bowl and professional services for Engineering for structural and its improvement drawings for phase 3 of the Grape Bowl improvements.

ti Date: \_\_\_\_\_ Res No \_\_\_\_\_ tt copy of resolution to this form

ChEhb for EW S

--

Deputy City Manager/Internal Services Manager	Date
-----------------------------------------------	------

Submit completed form to the Budget Division with any required documentation  
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2012-31

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING SOLE SOURCE PURCHASE OF  
GRAPE BOWL SCOREBOARD, AUTHORIZING CITY  
MANAGER TO EXECUTE PROFESSIONAL SERVICES  
AGREEMENT FOR DESIGN OF GRAPE BOWL PHASE 3  
IMPROVEMENT PROJECT, AND FURTHER  
APPROPRIATING FUNDS

=====

WHEREAS, at the January 4, 2011, Shirtsleeve Session, Council received information regarding alternative plans for the phased construction of the remaining Americans with Disabilities Act (ADA) facilities at the Grape Bowl and selected Option 3, which included the removal of the west-end berm; construction of ADA-accessible ramps to upper concourse and lower-level areas, restrooms, concession, and entry-plaza ticket booth; and additional ADA parking; and

WHEREAS, on October 5, 2011, Council approved the Phase 3 Grape Bowl improvement project. Staff recommends a modified ramp configuration to reduce costs by minimizing earth-retaining structures and simplifying the grading work. The project scope considers the funding available and includes construction of an ADA-accessible plaza area and ramps to the south-side upper concourse, ADA seating at the upper concourse, restrooms, concession, ticket booth, scoreboard, landscape, irrigation, and related appurtenant facilities; and

WHEREAS, Daktronics Company, of Brookings, South Dakota, is the only manufacturer which produces scoreboard, advertising, and sound system components from the same vendor; since all three components are needed for this project, staff recommends the sole source purchase of the scoreboard from Daktronics Company; and

WHEREAS, staff recommends Siegfried Engineering, Inc., of Stockton, California, to prepare structural and site improvement drawings for portions of the Phase 3 improvement project, including design documents and construction cost estimates for installation of the scoreboard, construction of the proposed plaza area, ADA-accessible ramps to the south-side upper concourse and ADA seating at the upper concourse; and

WHEREAS, none of the site improvements for the Phase 3 Improvement Project will be bid until all of the necessary funding is secured and the sources are designated by Council.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the sole source purchase of the Grape Bowl scoreboard from Daktronics Company, of Brookings, South Dakota, in the amount of \$67,613; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute a Professional Services Agreement for the design of the Grape Bowl Phase 3 Improvement Project with Siegfried Engineering, Inc., of Stockton, California, in the amount of \$21,700; and

BE IT FURTHER RESOLVED that funds in the amount of \$113,500 be appropriated from the Parks and Recreation Capital Outlay Fund for this project.

Dated: March 21, 2012

=====

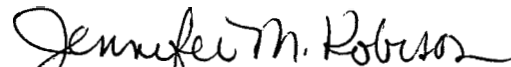
I hereby certify that Resolution No. 2012-31 was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi,  
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
JENNIFER M. ROBISON  
Assistant City Clerk

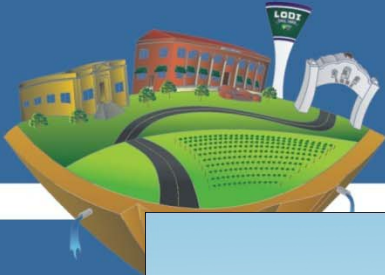
The City of Lodi  
**Public Works**



Grape Bowl Fundraising Plan  
Scoreboard Installation and Phase 3 Design

March 21, 2012  
Agenda Item I - 01





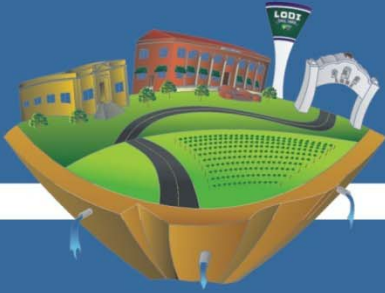
# Looking East from Stockton Street With Gateway





# Council Action

- Approve plans and specs for scoreboard
- Approve scoreboard purchase (Daktronics Co.)
- Authorize Phase 3 Design Contract (Siegfried)



# Council Action

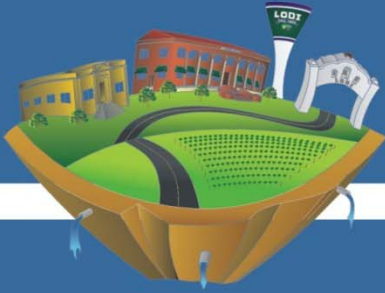
- Appropriate Funds (\$113,500)

– Daktronics Scoreboard	\$ 67,613
– Siegfried Engineering	\$ 21,700
– DellaMonica Snyder Architects	\$ 9,930
– Staff Costs (Estimated)	<u>\$ 14,257</u>
TOTAL	\$113,500



# Work Completed

- \$2.47 Million spent on ADA improvements
  - Phase 1 Improvements \$ 583,500
  - Phase 2 All weather surface \$1,689,500
  - Stadium Lighting \$ 199,300
  - TOTAL \$2,472,300
- January 2011 Council selected Option 3
  - Removal of west end berm
  - Entry plaza with ADA ramps to upper concourse and lower seating areas
  - Concessions, restrooms and ticket booth



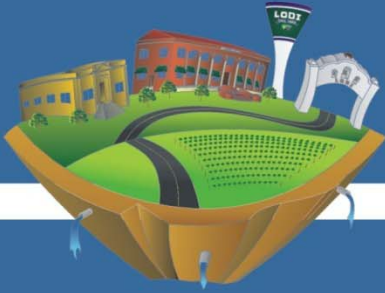
# Phase 3 Improvements

- Scoreboard
- Most of entry plaza area
- Concession, restrooms, ticket booth
- ADA access to upper concourse
- ADA seating on upper concourse
- Stadium lighting modifications
- Landscaping improvements



# Costs & Funding Sources

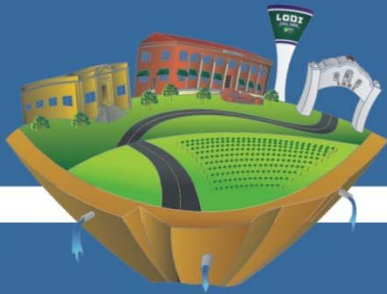
- Phase 3 Improvements
  - Estimated Total Cost      \$2,183,000
- Funding Summary
  - Waste Management      \$1,000,000
  - HUD Section 108      \$ 701,760
  - Private Donation      \$ 129,000
  - Metro PCS      \$ 35,000
  - TOTAL      \$1,967,400
  - **Funding Shortfall**      **\$ (317,240)**



# Fundraising Plan

- Facility naming opportunities
  - Stadium \$2,000,000
  - Field Plaza Wall \$500,000
  - Scoreboard \$200,000
  - Field House \$400,000
  - Community Courtyard \$500 - \$1,000  
(Per space)





# View from Stockton Street







# Looking East From Stockton Street Without Gateway





# Looking West from Press Box





# Scoreboard Layout

**LODI GRAPE BOWL**  
First Lodi Financial Corp.

<b>HOME</b> <div style="font-size: 2em; margin: 5px;">88</div> <div style="font-size: 2em; margin: 5px;">8</div> <b>T.O.L.</b>	<div style="font-size: 2em; margin: 5px;">84</div> <div style="font-size: 2em; margin: 5px;">88</div> <div style="font-size: 2em; margin: 5px;">8</div>	<b>GUEST</b> <div style="font-size: 2em; margin: 5px;">88</div> <div style="font-size: 2em; margin: 5px;">8</div> <b>T.O.L.</b>
<b>DOWN</b> <div style="font-size: 2em;">82</div>	<b>TO GO</b> <div style="font-size: 2em;">88</div>	<b>BALL ON</b> <div style="font-size: 2em;">28</div>
<b>QTR</b> <div style="font-size: 2em;">8</div>	<b>QTR</b> <div style="font-size: 2em;">8</div>	

 <small>TOM MCCAULEY Agent - CA 40501017</small>	 <small>CHEESE CENTRAL purveyor of the world's finest cheeses</small>				
 <small>Complete Interior Design Service</small>		Your business name here! <small>Call (209) 324-18x1</small>			DellaMonica SNYDER





# Schedule

- Scoreboard
    - Summer 2012
  - Phase 3
    - Final Design                      - Fall 2012
    - Bid                                      - November 2012
    - Award                                 - January 2013
  - Construction staging options\*
    - Two Stage Project (*facility available for graduation*)
      - Stage 1 March 2013 – May 2013
      - Stage 2 June – Project Completion
    - Single Stage Project (*facility closed for graduation*)
      - Stage 1 March 2013 - Project Completion
- \* staging options are weather dependent



# Council Action

- Approve Scoreboard Plans and Specs
- Approve Daktronics Co. as Vendor
- Authorize Siegfried Design Contract
- Appropriate Funds
- Direction on Funding Assumption and Staging